

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Cross-License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Banks, Inc.		08/01/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	FIRSTBANK HOLDING COMPANY		
Street Address:	12345 West Colfax Avenue		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80215		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3317078	FIRST BANK	
CORRESPONDENCE DATA			
Fax Number:	3036239222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-623-9000		
Email:	MMeyer@LRRLaw.com		
Correspondent Name:	Mark A. Meyer		
Address Line 1:	Lewis Roca Rothgerber LLP		
Address Line 2:	1200 Seventeenth Street, Suite 3000		
Address Line 4:	Denver, COLORADO 80202-5855		
ATTORNEY DOCKET NUMBER:	229505-00118		
NAME OF SUBMITTER:	Mark A. Meyer		
SIGNATURE:	/Mark A. Meyer/		
DATE SIGNED:	04/23/2015		
Total Attachments: 4			
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SHORT FORM - TRADEMARK CROSS-LICENSE AGREEMENT

This Short Form - Trademark Cross-License Agreement (the "Short Form Agreement") is made effective as of August 1, 2013 (the "Effective Date"), by and between FIRSTBANK HOLDING COMPANY, a Colorado corporation ("FB Colorado"), and FIRST BANKS, INC., a Missouri corporation ("FB Missouri"). FB Colorado and FB Missouri are sometimes collectively referred to herein as the "Parties," and individually as a "Party."

A. FB Colorado is the owner of the "FIRSTBANK" and "1STBANK" trademarks / service marks used in connection with banking and financial services (collectively, the "FB Colorado Marks").

B. FB Missouri has been using the "FIRST BANK" trademark / service mark in connection with banking and financial services (the "FB Missouri Mark") since a time period after FB Colorado began using the FB Colorado Marks, and FB Missouri desires to continue to use the FB Missouri Mark in connection with banking and financial services.

C. FB Missouri obtained a federal trademark registration with the US Patent and Trademark Office ("USPTO") for the word mark "FIRST BANK" under Registration No. 3,317,078 for "banking, trust and mortgage lending services" in Class 36, with a registration date of October 23, 2007 (the "Trademark Registration").

D. FB Colorado and FB Missouri entered into that certain Trademark Cross-License Agreement effective as of August 1, 2013 (the "Full License Agreement"), which sets forth certain trademark use rights and cross-licenses to maintain the strength and goodwill in the FB Colorado Marks and FB Missouri Mark (collectively, the "FB Trademarks"), on the terms and conditions set forth therein.

E. FB Colorado and FB Missouri desire to enter into this Short Form Agreement, as a shorter form of the Full License Agreement, for purposes of providing this Short Form Agreement to third parties and / or in connection with filings and registrations, to demonstrate to third parties certain of the rights and licenses under the Full License Agreement, as stated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

a. "Affiliated Entities" means, with respect to either FB Colorado or FB Missouri, any entities which control, are controlled by, or are under common control with FB Colorado or FB Missouri, as applicable (excluding for purposes of "common control" any entities that are less than 51% owned by a Party or a parent company of a Party). All rights and obligations under this Agreement shall extend to the Affiliated Entities of the respective Parties.

b. "Mobile Banking" means the use of computers, hand-held devices such as but not limited to smart phones, tablet computers, laptop computers of various hybrid devices with similar capabilities, or other technology that exists today, or may be developed in the future that allow bank customers to perform banking functions remotely from the customer's location. Such functions may include accessing accounts and account balances, transferring funds, paying bills, opening accounts or closing accounts, and the like, as permitted by applicable banking regulations, the limitations of technology, and consumer preference.

2. Grant of License by FB Missouri. FB Missouri hereby grants to FB Colorado and its Affiliated Entities, subject to the terms and conditions of the Full License Agreement, a fully paid, royalty-free, perpetual and irrevocable license to use the rights in and to the FIRST BANK mark, and all benefits of the Trademark Registration in connection with FB Colorado's use of the FB Colorado Marks. Such use by FB Colorado may include, without limitation, use for purposes of establishing trademark rights over or against third parties in any matter asserting, claiming or defending trademark use or trademark infringement claims. The foregoing grant is made subject to the additional terms and conditions set forth in the Full License Agreement. This exclusive license does not mean and is not intended to mean that FB Missouri is relinquishing any rights of FB Missouri or its Affiliated Entities in or to the Trademark Registration, except for the specific licenses and rights set forth in the Full License Agreement.

3. Grant of License by FB Colorado. The Parties acknowledge that, as specified in Recitals A and B above in this Agreement, FB Colorado has certain common law trademark rights in and to the FB Colorado Marks that predate in time the common law trademark rights of FB Missouri in and to the FB Missouri Mark. As such, FB Colorado hereby grants to FB Missouri and its Affiliated Entities, subject to the terms and conditions of this Agreement, a fully paid, royalty-free, perpetual and irrevocable license to use against third parties (but not against FB Colorado or its Affiliated Entities) the common law trademark rights of FB Colorado in and to the FB Colorado Mark "FIRSTBANK" solely for purposes of establishing trademark rights over or against third parties in any matter asserting, claiming or defending trademark use or trademark infringement claims. The foregoing grant is made subject to the additional terms and conditions set forth in the Full License Agreement. This exclusive license does not mean and is not intended to mean that FB Colorado or its Affiliated Entities are relinquishing any of their common law trademark rights, except for the specific licenses and rights set forth in the Full License Agreement.

4. Use of FB Trademarks on the Internet, with Mobile Banking and with Future Technologies. As of the Effective Date, both FB Colorado and FB Missouri have operating web sites on the Internet, with FB Colorado's web site operating at www.efirstbank.com, and FB Missouri's web site operating at www.firstbanks.com. In addition, both FB Colorado and FB Missouri have a presence and will in all likelihood continue to have and increase their presence in marketing, offering and providing banking and financial services through electronic, digital, wireless and other medium and via online, social media, and other mobile applications that currently exist or that will exist in the future. In connection therewith, FB Colorado and FB Missouri agree that:

a. FB Colorado shall have the right to use the FB Colorado Marks on the Internet, its current or other web sites, and in connection with its Mobile Banking, without any geographic restrictions, subject to the provisions of the Full License Agreement. As of the Effective Date, FB Colorado uses a look and feel on the Internet and with its Mobile Banking that contains depictions of its orange box logo, its orange box logo with the letters "1STBANK" in the box, black and white versions of those logos and the words "1STBANK" and "FIRSTBANK", as further detailed in the Full License Agreement.

b. FB Missouri shall have the right to use the FB Missouri Mark on the Internet, its current and other web sites, and in connection with its Mobile Banking, without any geographic restrictions, subject to the provisions of the Full License Agreement. As of the Effective Date, FB Missouri uses a look and feel on the Internet and with its Mobile Banking that contains a blue and red color scheme, with the primary logo comprising a box in which the word "FIRST" is located above the word "BANK," both in white lettering, with navy blue background behind the word "FIRST" and red background behind the word "BANK," with four white lines extending downward and diagonally below the word "BANK", together with other uses having a navy blue and red combination background, as further detailed in the Full License Agreement.

c. Each Party shall have the right to conduct business nationwide on the Internet or via Mobile Banking applications, in accordance with the terms of the Full License Agreement. Each Party shall take reasonable steps to minimize confusion between the Parties' use of their respective FB Trademarks, as further detailed in the Full License Agreement.

5. Effect on Full License Agreement. FB Colorado and FB Missouri acknowledge and agree that this Short Form Agreement does not amend, supersede, revise or otherwise change the terms, conditions, rights and obligations of the Parties under the Full License Agreement, and that this Short Form Agreement is entered into by the Parties solely for the convenience of providing documentation of certain rights under the Full License Agreement to third parties and / or in connection with filings and registrations by the Parties, to demonstrate to third parties certain of the rights and licenses under the Full License Agreement. In the event that there is a discrepancy or conflict between the terms of this Short Form Agreement and the terms of the Full License Agreement, the terms and conditions of the Full License Agreement shall govern in all situations.

6. Counterparts. This Short Form Agreement may be signed or executed in separate counterparts and the signing or execution of each counterpart shall have the same effect as the signing or execution of a single original document. Execution and delivery of this Short Form Agreement sent by facsimile or electronically transmitted versions bearing signatures of a Party shall constitute a valid and binding execution and delivery of this Short Form Agreement, and such signatures shall constitute enforceable original signatures.

IN WITNESS WHEREOF, this Short Form Agreement is made effective as of August 1, 2013, though it may be signed at a later date.

FB Colorado:

FIRSTBANK HOLDING COMPANY,
a Colorado corporation

By: [Signature]
Print Name: James A. Ruckel
Title: Executive Vice President
Date: February 12, 2015

FIRST BANKS, INC.,
a Missouri corporation

By: [Signature]
Print Name: Michael Dierberg
Title: Vice Chairman
Date: February 12, 2015